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VOL. XXXIV., No. 44.

## The Solicitors' Journal and Reporter.

LONDON, AUGUST 30, 1890.

## CURRENT TOPICS.

WE BEGIN this week to print our usual selection of the more important statutes passed during the late session. Though Parliament was prorogued on the 18th of August, the entire body of legislation is not yet in the hands of the public, nor are we at present able to state to how many chapters it will run. The latest statute issued by the Queen's printers is the Bankruptcy Act, 1890, which is numbered cap. 71. But we do not know whether this is the last of all; and there are several gaps in the series, cap. 51, cap. 60, and caps. 64 to 70 inclusive being not yet obtainable. There can be no doubt, however, that, from the point of view of the practical lawyer, the output of the year has been by no means despicable in quantity.

A CHANGE in the law, of a very important character, is made by the Intestates Act, 1890, which received the Royal assent on the 25th of July, and is numbered chapter 29 of the late session. As it comes into operation almost immediately, our readers will be glad to have its main provisions before them before we are able to print it at length in its place. The first point to be noted is that it applies to intestacies arising after the 1st of September, 1890—i.e., according to a clumsy mode of drafting to which we have before now called attention, to intestacies arising on and after September 2. Its operation is limited to the case of a man who shall die intestate leaving a widow but no issue. Hitherto, in such a case, the interest of the widow in her husband's property has been regulated by two different principles. As to his real estate, she was only entitled to the dower which the common law allowed her, but which the practice of modern conveyancing has most effectually barred. As to his personal estate, she was entitled to one moiety under the Statute of Distributions, the other moiety going to the husband's next of kin. Henceforth, for the purpose of ascertaining the widow's interest, the real and personal estates of the husband are to be thrown together; and if the net value of the aggregate does not exceed £500, the widow will take the whole, thus entirely ousting the heir and also the next of kin. If, however, the net value of the aggregate exceeds £500, then the widow will have a charge upon both the real and the personal estates, to be apportioned rateably between them; while, at the same time, her existing interest in the residue is expressly confirmed to her. Provision is made for calculating the net value of the real estate, upon the basis of twenty years' purchase of the annual value as determined for the purposes of property tax, less the amount of any mortgage or annuity; and also for deducting from the gross value of the personal estate "all debts, funeral, and testamentary expenses." The expression "testamentary expenses" seems peculiarly infelicitous in the case of an intestate; but probably it can be interpreted to mean "expenses

of administration." In some other respects, too, the statute appears to us to be not very carefully drawn; but its general purport is clear, as we have stated it. It will be evident to our readers that, while primarily intended to benefit the widows of the poor—who can never be brought to understand that they are not entitled to the entire property of their husbands who have died childless—it introduces a novel principle, of far-reaching consequence, in the devolution of real estate. It marks another long step in the direction of that fundamental reform, so often proposed and as often withdrawn, which will assimilate the descent of real to that of personal estate—at least so far as the passing of both through the hands of the executor or administrator.

THE CIRCUMSTANCES IN *Re Head's Trustees' and Macdonald's Contract* (38 W. R. 657) constitute a slight variation on those in *Re Bryant and Barningham's Contract* (38 W. R. 469), upon which we have already commented (*ante*, p. 311). In both of them trustees who had a power of sale, which was only to arise on the death of a tenant for life, entered into a contract for the immediate sale of the property. In the earlier case it was sought to get over the defect in their title by offering a conveyance by the tenant for life under his statutory powers. In this course the tenant for life was ready to concur, and had in fact agreed in writing so to do; but the purchaser declined to take a conveyance except from the trustees, and KAY, J., and the Court of Appeal both held that he was right. Accordingly, as no such conveyance could be given, he was entitled to the return of his deposit. The point was taken that a conveyance from the tenant for life was a different thing from the conveyance from the trustees for which the purchaser had contracted, and the title of the trustees as vendors could not be made good by the mere concurrence of the tenant for life. At the same time COTTON, L.J., remarked that, if the tenant for life was a person whose concurrence could make the title of the trustees as vendors a good one, the case would be different. This probably suggested the course which was adopted, but with no better success, by the vendors in *Re Head's Trustees' and Macdonald's Contract*. There the trustees offered to obtain the consent not only of the tenant for life, but also of all the other beneficiaries. Such consent, however, had not been in fact obtained before the repudiation of the contract by the purchaser, and even at the hearing of the summons there was no satisfactory evidence of it. But while this, apparently, was enough for the decision, it was considered also that the addition of the beneficiaries would make the title a different one from that for which the purchaser had contracted, and that so the case fell within the principle of the decision in *Re Bryant and Barningham's Contract*. Considering the very different nature of the investigation of title that would be required, this seems sufficiently reasonable.

IF WORDS USED in Acts of Parliament are to have anything like their ordinary meaning, it is difficult to understand the reason of the appeal which was brought in *Crane v. Lawrence* (38 W. R. 620), and which was dismissed by the Divisional Court (CAVE and A. L. SMITH, JJ.). By section 6 of the Margarine Act, 1887, it is provided that where margarine is "exposed for sale by retail there shall be attached to each parcel thereof so exposed, and in such manner as to be clearly visible to the purchaser, a label marked in printed capital letters not less than one and a half inches square, 'Margarine.'" In the case in question a parish inspector, who asked for margarine, was served from a parcel of that substance placed on the counter behind a screen so as not to be visible to customers. There was no label on the parcel to indicate that it was margarine. Under these circumstances the inspector considered that there was an exposure for sale within the meaning of the above section, and that the omission to have a label constituted an offence under the Act. He accordingly summoned the shopkeeper before a magistrate, and, upon the summons being dismissed, he appealed to the Divisional Court. It seems clear enough, however, that the exposure of an article for sale implies that the customers shall be able to see it, and the provision that the label is to be attached in such a manner as to be clearly visible to the pur-

chaser of course implies as much. The mark is for the information of the purchaser, and it cannot assist him to have labels placed upon the margarine in a cellar or any other place out of sight where the shopowner may find it convenient to keep it. It may be noticed that, under section 6, the purchaser has the further protection that the margarine is to be delivered to him in a paper wrapper, upon which the name of the substance is printed in capital letters not less than a quarter of an inch square.

THE DECISION of the Court of Appeal in *Elder v. Carter* (38 W. R. 612) appears to indicate with some precision the construction which is to be put upon the very general words of R. S. C., 1883, ord. 37, r. 7, with regard to production of documents by persons not parties to the action. This rule provides that "the court or a judge may, in any cause or matter, at any stage of the proceedings, order the attendance of any person for the purpose of producing any writings or other documents named in the order which the court or judge may think fit to be produced." This certainly looks as though, in the words of LINDLEY, L.J., it enabled the court "to order anybody to produce anything, if it thinks fit, at any time." But it seems clear that it is simply meant to reproduce, and apply to all proceedings generally, the provisions of 1 Will. 4, c. 22, s. 5, and section 46 of the Common Law Procedure Act (17 & 18 Vict. c. 125). The former enactment gave power to compel the production of documents by witnesses whose evidence was taken before the trial on commission, and the latter empowered the court or a judge to order the production of such documents as they might think fit "upon the hearing of any motion or summons." The present rule, however, in generalizing these provisions, has apparently given an unlimited power of production as against the whole world. Any documents may be ordered to be produced by any person in any cause or matter at any stage of the proceedings. But the judges, hitherto, while looking upon the provision with extreme suspicion, have not ventured to impose upon it any express limit, except that in *Central News Co. v. Eastern Telegraph Co.* (32 W. R. 493) MATHEW, J., sitting at chambers, thought that the rule must be taken to do no more than replace the previous statutory enactments. And when this case came before the Divisional Court, Lord COLERIDGE, C.J., and WATKIN WILLIAMS, J., preferred to affirm the decision upon the ground that, in any event, an order ought not, under the particular circumstances, to be made, without going so far as to say that power was not given by the rule to make it. Though if it was possible to make an order for production by a stranger to the action before trial, the power, it was said, was one that ought to be exercised most carefully. Such an order appears, indeed, to have been made in *Rishdon v. White* (5 Times Law Rep. 59); but in *Straker v. Reynolds* (37 W. R. 379) this case was treated as a very doubtful authority, and WILLS, J., reasserted the opinion that rule 7 was meant to continue and generalize the previous practice, and that all it did was to render documents in the possession of witnesses examined before the trial liable to production in the same manner as documents in the possession of witnesses called at the trial. Probably this is somewhat too narrow a way of stating the matter, for there may be proceedings taken in a cause where there is no regular examination of witnesses save in so far as this may be involved in their attendance with the documents called for. It is clear, however, from the remarks made by LINDLEY, L.J., in *Elder v. Carter*, that an order for production of documents by strangers to the action cannot be made generally, but only for the purpose of some particular proceeding before the court—i.e., a petition, motion, or summons, or else for the purpose of a reference or examination; and BOWEN, L.J., while not thinking that any exhaustive list of occasions for such production could safely be made, suggested no addition to that given by his colleague, except that production might sometimes become necessary in order to work out an order already in existence. At any rate, no general right of inspection as against strangers is conferred by the words, however general they may be, of rule 7. Of course, the inspection of entries in bankers' books (*Arnott v. Hayes*, 36 W. R. 246, 36 Ch. D. 731) depends upon the express enactment of section 7 of the Bankers' Books Evidence Act, 1879 (42 Vict. c. 11).



IN OUR ARTICLE last week on "The Attornment Clause in Mortgages," we referred to the opinion of STEPHEN, J., in *Hall v. Comfort* (18 Q. B. D., at p. 16), that the common attornment clause was a lease "by a mortgagee in possession" within the meaning of the proviso at the end of section 6 of the Bills of Sale Act, 1878. A valued correspondent reminds us that this view has been expressly considered by the Court of Appeal, and pronounced to be erroneous, in *Re Willis, Ex parte Kennedy* (36 W. R. 639, 793, 21 Q. B. D. 384). In that case it was held by the Court of Appeal, upholding the decision of CAVE, J., and in accordance with the opinion we ourselves expressed, that the proviso referred to is limited to cases where possession by the mortgagee precedes the demise.

## DEBENTURES AS AFFECTED BY THE BILLS OF SALE ACTS.

### I.

THE 17th section of the Bills of Sale Act, 1882, provides that

"Nothing in this Act shall apply to any debentures issued by any mortgage, loan, or other incorporated company, and secured upon the capital stock or goods, chattels, and effects of such company."

Most people on reading this section would feel inclined to agree with COLERIDGE, C.J., who says, "Nothing, as it seems to me, could be plainer" (*Read v. Joannon*, 25 Q. B. D., at p. 302). In spite of the opinion of the Lord Chief Justice, the construction of this section has been found very difficult, even by judges of the Court of Appeal.

The questions which have arisen, some of which have probably not received their final decision, are the following:—

1. What is a company within the meaning of the section?
2. What is a debenture?
3. What is the property on which a debenture may be charged so as to bring it within the exemption given by the section?
4. Do debentures falling within this section require registration under the Bills of Sale Act, 1878?

It was held by GROVE, J., in *Jenkinson v. Brandley Mining Co.* (19 Q. B. D. 568) that, according to the ordinary rule of construction, companies to which the section refers must be *ejusdem generis* with mortgage and loan companies; but this decision was not approved of by NORTH, J., in *Topham v. Greenside Glazed Firebrick Co.* (37 Ch. D., at p. 291). The point was not raised before CHITTY, J., in *Edmonds v. Blaina Furnaces Co.* (36 Ch. D. 215) and *Levy v. Abercorris Slate and Slab Co.* (37 Ch. D. 260), or before the Court of Appeal in *Ross v. Army and Navy Hotel Co.* (34 Ch. D. 43); and the decision of GROVE, J., was expressly dissented from by COLERIDGE, C.J., and WILLS, J., in *Read v. Joannon* (25 Q. B. D. 300).

There appears to be considerable difficulty in ascertaining whether there are any companies *ejusdem generis* with mortgage and loan companies; and if there are not—in other words, if in effect there are no companies *ejusdem generis* with those mentioned in the section—the decision in *Read v. Joannon* is correct, as the case appears to fall within the second exception to the rule as to *ejusdem generis* stated in *Elph. N. & C. Interp.* 177—"if the particular words exhaust a whole genus, the general words must refer to some larger genus," citing *Fenwick v. Schmalz* (L. R. 3 C. P. 315), *Reg. v. Payne* (L. R. 1 C. C. 27), and other cases.

The word "debenture" appears to have no precise legal meaning—or rather, we ought to say, it includes instruments which operate in different manners. The question what "debenture" means was discussed, but not fully answered, in *Edmonds v. Blaina Furnaces Co.* (36 Ch. D. 215), where CHITTY, J., expressed an opinion that, generally speaking, a debenture imports a covenant or obligation to pay, generally accompanied by some charge or security, and that an instrument is not less a debenture because the security in favour of several persons is contained in one deed, or because only one security is issued to one man; and in *Levy v. Abercorris Slate and Slab Co.* (37 Ch. D. 260) the same judge expressly decided that the latter proposition—that a debenture may be issued to one man—is correct. In *Topham v. Greenside Glazed Firebrick Co.* (37 Ch. D., at p. 292), NORTH, J., expressed his agreement with the former proposition.

The question whether an instrument was a debenture or a promissory note within the meaning of the Stamp Act was raised in *British India Steam Navigation Co. v. Commissioners of Inland Revenue* (7 Q. B. D. 165). In that case LINDLEY, L.J., says, at p. 172:—"Now what the correct meaning of debenture is I do not know. I do not find anywhere a precise definition of it. We know that there are various kinds of instruments commonly called debentures. You may have mortgage debentures, which are charges on some kind of property; you may have debentures which are bonds . . . you may have a debenture which is nothing more than an acknowledgment of indebtedness; and you may have a thing like this, which is something more—it is a statement by two directors that the company will pay a sum of money on a given day, and will also pay interest half-yearly at certain times and at a certain place upon the production of certain coupons by the holder of the instrument. I think that any of the things which I have referred to may be debentures within the Act."

It might be thought from the decisions which we have cited that a common mortgage deed made by a company was a "debenture." It contains a covenant to pay, and it contains a charge on the mortgaged property. Still it is not a debenture within the meaning of the section. In *Jenkinson v. Brandley Mining Co.* (19 Q. B. D. 568) a mortgage in the ordinary form of (*inter alia*) chattels was made to trustees for debenture-holders, but the mortgage contained no declaration of trust, and the debentures did not contain a reference to the mortgage sufficient to identify it; and the mortgage was held to be bad for want of registration under the Act.

A memorandum of deposit of title deeds is clearly not within any of the meanings of debenture: *Topham v. Greenside Glazed Firebrick Co.* (37 Ch. D. 281).

The practical conclusions to which we come are the following. On the one hand, any instrument in any of the forms commonly used for debentures is a debenture within the meaning of the Act, and therefore does not require registration. On the other hand, a mortgage in the common form is not a debenture. In the present state of the authorities it is impossible to express any very decided opinion whether an instrument in a form intermediate to those mentioned would or would not be held to be a debenture within the meaning of the Act.

It should, perhaps, be remarked that it by no means follows from *Jenkinson v. Brandley Mining Co.* (19 Q. B. D. 568) that every covering deed operating as a mortgage of chattels is a bill of sale. It will be observed that the *ratio decidendi* in that case was the want of connection between the covering deed and the debentures.

Bearing in mind that all instruments relating to the same transaction, and executed either simultaneously or after an interval, will be construed together (*Elph. N. & C. Interp.* p. 7), it will probably be held that where the covering deed and the debentures refer to each other (see the judgment of GROVE, J., in *Jenkinson v. Brandley Mining Co.* (19 Q. B. D. 568)), whether the debentures are issued at the same time as, or after the execution of, the covering deed, the covering deed will be upheld though it does not satisfy the requirements of the Act. But it is not safe in the present state of the authorities to rely on this opinion, and the only sure plan is to cause each debenture by itself to give a charge on the property.

The question what property can be comprised in a debenture so as to bring it within the section is one of the utmost difficulty. In a former article (32 SOLICITORS' JOURNAL, 19) we suggested that the debenture referred to in the section is an instrument which charges the whole or substantially the whole of the capital stock, or the whole or substantially the whole of the "goods, chattels, and effects," of the company as a floating security, and that an instrument which merely charges a specific portion of goods, chattels, or effects is not within the section.

While we still adhere to our opinion, we think it right to point out that the matter is by no means free from doubt. It is tolerably certain that the floating security which we mentioned is within the section, but it is not by any means certain that a security of one chattel only is not. It must be remembered that in an Act of Parliament plural includes singular. So that "chattels" in the section may include "chattel."

There are also the questions, What do "goods, chattels, and effects" mean, and whether the words "capital stock"

and "goods, chattels, and effects" are not to be distinguished; whether, in other words, the debentures may be charged in the alternative on the "capital stock" or on the "goods, chattels, and effects."

## ON THE 17TH SECTION OF THE STATUTE OF FRAUDS.

### II.

*Contract and evidence of contract distinguished.*—The difficulty in understanding this section does not arise from the section itself, which is expressed in clear and intelligible language; the difficulty arises from a want of perception on the part of the reader, who is apt to confound a contract with the evidence of a contract. The existence of a contract, and the evidence of its existence, are independent facts. The facts that A. killed B., and that C. saw him do so, are facts that no person would be likely to confuse, but it is a very common error to confound a contract and the evidence of it.

All that is essential to make a contract is the mutual assent of the parties to it. The section under consideration says that no contract of a certain nature is to be good—i.e., binding at law, however much it may be binding in honour—unless one of certain things happens; in other words, unless certain evidence of the contract is produced.

The reason of the common confusion between the contract itself and evidence of the contract is not difficult to see. The word "contract" is ambiguous. In its primary meaning it signifies, as already pointed out, the mutual assent of the parties. But it is a common practice to reduce the contract into writing; and where this has been done, and the writing has been signed by the parties, we commonly give the name "contract" to the document expressing or containing the contract, whereas, strictly speaking, it is only evidence of the contract, and, if the document is not under seal, evidence is admissible to shew that it was not intended to be a binding record of the contract: see *per* Bramwell, B., *Wake v. Harrop* (6 H. & N., at p. 774), *Pym v. Campbell* (6 El. & Bl. 370).

*Evidence of contract.*—The 17th section of the Statute of Frauds contains three alternative methods of proving that the contract is good—i.e., that a valid contract exists:

- (1) If the buyer accepts part of the goods sold and actually receives the same; or
- (2) if the buyer gives something in earnest to bind the bargain or in part payment; or
- (3) if some note or memorandum in writing of the bargain be made and signed by the parties to be charged by the contract, or their agents thereunto lawfully authorized.

Where the contract is proved to be good by either of the two first alternatives, parol evidence is, of necessity, admissible as to the terms of the contract; but if it be proved by the last alternative, no further evidence of the terms of the contract, other than of those implied by usage or custom, is admissible. This requires explanation.

At common law a contract may be made verbally without any writing at all, and in this case you may adduce parol evidence of its terms. On the other hand, you may reduce it into writing; and in that case, even if the writing is not signed by the parties, you must discover the meaning of the contract from that writing, and from that writing only (*Druitt v. Parker*, L. R. 5 Eq. 131), except in those cases where evidence of usage or custom is admissible to add to the written contract some terms which are not inconsistent with it: see this explained *Elph. N. & C. Interp.* 9.

Also it sometimes happens that part only of the contract is reduced into writing, and the other part is left in parol; in this case, again, you must discover the meaning of that part of the contract which was reduced into writing from the writing alone. Compare the cases of *Ford v. Yates* (2 M. & Gr. 549) and *Lockett v. Nicklin* (2 Ex. 93). In the first case the memorandum of sale said nothing about credit; in the second case the goods were ordered by a letter containing a reference to a conversation between the parties, and were sent with an invoice, neither letter or invoice mentioning credit. In the first case evidence

was held to be inadmissible to shew that the sale was made on credit, because the contract was contained in a written memorandum, which could not be varied by parol evidence; in the latter case evidence was admitted to shew that the goods were purchased on credit, on the ground that the reference in the letter to the conversation shewed that only part of the terms of the contract had been reduced into writing.

In either of these cases the writing is the only admissible evidence of the terms of the contract, or of that part of the contract which was reduced into writing. But the writing is not by itself evidence that the contract exists. If it is signed by either of the parties it is evidence against him of the contract having been made and of the terms of the contract; but if it is not signed, and if the contract is one of those mentioned in the 17th section, the contract is not good unless one of the alternatives mentioned in the section happens; and therefore, unless this is the case, you are not at liberty to adduce evidence of the terms of the contract, either by the writing or in any other manner.

It follows that, when you prove the existence of the contract in one of the manners mentioned in the section, it is competent for either party to prove that a writing which purports to contain the contract does not contain it, or that it contains part of the contract only: see *Hussey v. Horne-Payne* (4 App. Cas. 311—a case on another section of the Act), *Pym v. Campbell* (6 El. & B. 370), *Druitt v. Parker* (L. R. 5 Eq. 131).

*Local custom does not supersede statute.*—In some parts of the North of England it is the custom after concluding a bargain at a fair or market "to shake hands on it." It may be asked what is the effect of the statute on such a custom. It is clear that, in cases falling within the section, merely shaking hands does not make the bargain good. But the converse is not necessarily true, and it may be possible to prove that according to local custom no bargain is good unless hands are shaken over it; and if this be the case, in order to make the bargain good it will be necessary to prove the handshaking as well as one of the alternatives under the section.

## CORRESPONDENCE.

### RIGHT OF AN ADVOCATE TO MAKE AN OPENING STATEMENT BEFORE A COURT OF SUMMARY JURISDICTION WHEN THE OTHER SIDE IS NOT REPRESENTED.

[To the Editor of the Solicitors' Journal.]

Sir,—On the hearing at a petty sessional court of a charge of trespassing in the daytime in pursuit of conies, contrary to the 30th section of the Game Act, 1831, the defendant appeared, but was not represented by solicitor or counsel. The complainant appeared by solicitor, who began to open the case, citing the sections of the above Act, and of the Ground Game Act, 1880, upon which the proceedings were taken; and he was about to go further into the law applicable to the facts of the case, when one of the justices interrupted him with the remark that it was the practice of that court that, when a defendant was not legally represented, the prosecuting solicitor was not allowed to make any opening statement, but merely to examine the witnesses. This alleged practice was upheld by the clerk to the justices, but on reference to the 12th section of the Summary Jurisdiction Act, 1848, it would appear the clerk was in error: "Every complainant or informant in any such case shall be at liberty to conduct such complaint or information respectively and to have the witnesses examined and cross-examined by counsel or attorney on his behalf." There is no limitation upon the complainant's right, and it is submitted that the court has no more right to exclude an opening statement by complainant's advocate than to decline to hear a defendant's advocate's opening statement where a complainant may not be legally represented. As the same learned justice has taken exception to the advocate's opening statement on prior occasions, and the advocate regards it as an interference with a statutory right and an objectionable restriction not tending to the due administration of justice, the advocate would be glad to know what is the practice in other places, and what course he should take when he is denied a hearing on future occasions.

Dolgelley, August 27.

W. ROB. DAVIES.

The Plymouth Law Society has decided to invite the Incorporated Law Society of England to hold its annual meeting at Plymouth in 1891.



## CASES OF THE WEEK.

## Before the Vacation Judge.

Re HETT, MAYLOR, &amp; CO. (LIM).—27th August.

COMPANY—WINDING-UP—PETITION—CREDITOR—COMPULSORY ORDER.

This was a petition by a creditor for a winding-up order. The company had carried on business as railway contractors and had incurred heavy liabilities, it being admitted that it was now insolvent. At a meeting of the shareholders a resolution had been passed to wind up the company voluntarily, and the present petition really asked for a continuance of that winding up under the supervision of the court. It was stated, however, that there might be some doubt as to the regularity of the notices summoning the meeting, and that under the circumstances the safer course would be to make a compulsory winding-up order. It was further contended that, although the petition only asked for a continuance of the winding up under the supervision of the court, if on the petition coming on the petitioner desired that there should be a compulsory winding up, the court had power to make such an order on the authority of *Re Electric and Magnetic Co.* (29 W. R. 714), where the shareholders of the company, which was insolvent, passed a special resolution for a voluntary winding up under the supervision of the court. No creditor supported the petition. A majority of creditors who had not petitioned asked for a compulsory order, to which the petitioners refused to consent. It was held that a compulsory order would not be made at the request of the creditors, but that the petition would be ordered to stand over in order to give the creditors an opportunity of presenting a petition for a compulsory order, and in giving judgment Fry, J., said: "In my judgment the wishes of the creditors are first to be consulted in a case in which a company does not pay its debts and admits its inability to pay them. If the petitioners had been willing that an order for a compulsory winding up should be made on their petition I should have had no hesitation in doing so."

LAWRANCE, J., made the usual compulsory winding-up order, with the usual order as to costs.—COUNSEL, *Miller, Q.C.; Norton; Marten, Q.C.; Maclaren; Carson.* SOLICITORS, *Smiles & Co.; Parker, Garrett, & Parker.*

SAMUEL KIDD &amp; CO. (LIM). v. PERRY.—27th August.

INJUNCTION—Breach of Agreement not to Engage in Business—COVENANT IN RESTRAINT OF TRADE.

This was a motion for an injunction to restrain a breach of an agreement by the defendant not to engage in business as a miller or corn and flour merchant while a member of the plaintiff company. The company was formed in 1886, at which time the firm of which the defendant, H. R. Perry, was a member, together with one W. Podger, sold its business to the company, an agreement being then entered into containing (*inter alia*) a covenant in the following terms:—"Neither of them, the said W. Podger or H. R. Perry, shall, while directors or members of the company, engage in the business or any branch of the business of millers or corn or flour merchants except on behalf of the company, or at any time after they have respectively ceased to be such directors or members, and so long as the company shall carry on business, engage in any such business under any name or style implying any past or present connexion with the firm of S. Kidd & Co. or the company, or do anything to imply such connexion, or anything calculated to interfere with the goodwill of the business of the company, or to compete with the company." The defendant was at first a director of the company, but owing to disagreements he had since resigned, his name, however, still appearing on the register of the company as the holder of seven shares. It was alleged by the company that the defendant had committed a breach of the above covenant by selling flour on his own account, a particular instance of which was specified; and it was further contended that the covenant in question was not unlimited or indefinite, and was therefore good, the first part only restraining the defendant so long as he was a member of the company, and the latter part being limited to competition with the company: *Rousillon v. Rousillon* (14 Ch. D. 351), *Davies v. Davies* (36 Ch. D. 359). The contention of the defendant was that the agreement was bad in law, and, further, that he had not broken it; but he also stated in his affidavit that he was about to leave England for America for a period of at least six weeks, and had no intention of carrying on business during his absence.

LAWRANCE, J., said that as a matter of fact the defendant had actually started for America. He would not be back, at any rate, for six weeks, and no business would be done during that time, and perhaps longer. The case was one involving a question of very considerable importance, and under the circumstances the best course appeared to be for it to stand over to come before Chitty, J., on the first motion day in next sittings.—COUNSEL, *Carson; Miller, Q.C., and Ringwood.* SOLICITORS, *Paine, Son, & Pollock; G. H. Davis.*

## County Courts.

COWNEY v. THOMPSON—Marylebone, 14th July.

COUNTY COURTS ACT, 1888, s. 68—REMITTED EQUITY ACTION—JURISDICTION.

His Honour Judge STOKES, in giving judgment, said:—An order was made in this action on the 6th of May last by Kekewich, J., under the 68th section of the County Courts Act, 1888, for the further proceeding of the action in this court, notwithstanding the excess in value of the property; and an objection has now been taken by the defendants' counsel to such further proceeding, on the ground that the order was not

authorized by the 68th section. I am of opinion that I have no power to entertain the question which has thus been raised. The learned judge has made the order according to his view of the right construction of the 68th section, and no objection can be taken to it except by appeal. With regard, however, to the original order for the transfer of this action of the 11th of February last, certain circumstances have been stated by the defendants' counsel, admitted by the plaintiff's counsel, and appear on the record and in two letters of the defendants' solicitors to the plaintiff's solicitors of the 5th and 13th of March, which clearly shew that such last-mentioned order was invalid, and was made by the court through want of proper information, and it is undoubtedly my duty to adjourn the further hearing of this case and specially certify such circumstances to the High Court in the same manner as I did in the case of *Burgess v. Newman* (see the case of *The Queen v. The Judge of the Marylebone County Court, Re Burgess v. Newman* (50 L. T. Rep. p. 79, and *Lloyd's County Court Practice*, p. 52)). The circumstances in the present case to which I refer are as follows:—The two defendants in this action were at the date of the writ both residing out of the district of this court, at Bognor and Bath respectively, as appears by the writ; and therefore the action could not have been "commenced in this court," and the High Court had no power to transfer it to this court (see the 74th and 69th sections of the County Courts Act, 1888), and had this fact been brought to the notice of the High Court the order of transfer would clearly not have been made. Shortly after the order was made it was brought, with the writ and particulars, by the defendants' solicitor to the registrar of this court, and the error was discovered; and thereupon the defendants' solicitor took away those documents, and on the 8th of March brought them back and lodged them in this court, a residence within the district of this court having been in the meantime improperly substituted in the particulars as the residence of one of the defendants instead of the residence named in the writ, which substituted residence, as I understand, was one in which the defendant had only lived several months previously to the date of the writ. The High Court and this court were therefore both misled and the action went on to hearing, when it appeared by the evidence, and indeed by the pleadings themselves, that the value of the property comprised in the lease in question exceeded £500, which, no doubt, had not been brought to the notice of the High Court; and it was, consequently, also upon this ground not competent for the High Court to transfer this action to a county court, and in pursuance and obedience to the 68th section of the County Courts Act I at once transferred it to the High Court. The action has now been referred back again by the High Court to this court to proceed thereon, notwithstanding the excess of value of the property, and the validity of that order has been questioned upon the construction of the 68th section; but I have declined to consider it, as the question was wholly for the learned judge who made that order, subject only to appeal. But the circumstances affecting the validity of the original order of the 11th of February, which have now been brought before this court, were never brought before the High Court; and I think it now my duty to adjourn this case generally, and to certify the same to the High Court, which will, I presume, rescind that order, as was done by the Divisional Court in the case of the *Queen v. The Judge of the Marylebone County Court, Re Burgess v. Newman*, already referred to, and by *Hannen, L.J.*, then *Hannen, J.*, many years ago, in a case of *Morris v. The London and South-Western Railway Co.*, reported in *de Colyar's County Court Cases*, p. 270, and by the Divisional Court in other cases. And I may add that this action, not being one "assigned to the Queen's Bench Division," jurisdiction cannot be given by consent under the 64th section of the County Courts Act, 1888. Day, J., in the case of the *Queen v. The Judge of the Marylebone County Court, Re Burgess v. Newman*, expresses his approval of the course which I then adopted, and speaks of an order like the present as being "invalid" and "inflicting on the county court a burden to which it was not liable," and no doubt such is the case. But I wish to state that my reason for objecting to try this and other actions remitted by like orders is not to avoid the additional burden imposed by them upon my courts, but in order not to assume a jurisdiction which I do not possess, not to impose on the officers of the court the execution of orders made without jurisdiction, and not to subject the parties to the action and their representatives, and possibly third parties, to future litigation in consequence of such "invalid" orders and proceedings thereunder. In point of fact, I have, in the present case, heard and considered the evidence, and if any of the parties are desirous to have my opinion, not my judgment, they are quite welcome to it; but I must now adjourn the case generally, and return a special certificate to the High Court.—COUNSEL, *Statham; Munro.*

## LEGAL NEWS.

## OBITUARY.

MR. WILLIAM JANEWAY, the head of the firm of Torr, Janeways, Gribble, & Oddie, solicitors, of Bedford-row, who was much respected by all who knew him, died on the 22nd inst., in his eighty-fourth year. He entered the then firm of Battye, Fisher, & Sudlow as clerk upwards of seventy years ago; in 1847 he was admitted a partner, and since 1878 has been the senior partner of the present firm.

## CHANGES IN PARTNERSHIPS.

## DISSOLUTIONS.

ALFRED BRITTAN, GEORGE BRITTAN, and CHARLES MILLER, solicitors (Brittans, Livett, & Miller), Bristol, so far as regards George Brittan. The business will be carried on by Alfred Brittan and Charles Miller under the style or firm aforesaid. Aug. 16.

WILLIAM SAREN and CHARLES RICHARD AMESBURY BIRCH, solicitors (Saben & Birch), Stone, Staffordshire. Aug. 9. [Gazette, Aug. 22.]

## GENERAL.

The Lord Chief Justice and Lady Coleridge have arrived at their country seat, Heath's Court, Ottery St. Mary, for the summer holidays.

The death is announced of August von Bulmering, Professor of Political Law at the University of Heidelberg. He was born at Riga in 1822, and studied at the University of Dorpat. After holding various administrative appointments in Riga he was appointed Professor of the Law of Nations at Dorpat in 1856. He occupied the chair for 20 years, during which time he took an active interest in organizing the first industrial exhibition of the Baltic provinces and in founding the *Baltische Monatschrift*. While at Dorpat he also wrote his works on the right of asylum in its political development and his systematisation of international law. He was one of the founders of the Institute of International Law. In 1882 he was called to the Chair of International Law at Heidelberg.

The New York *Evening Journal* gives an account of the fees of some of the ten thousand lawyers of New York and Brooklyn. The following are a few of the items: The most widely known and lucrative law firm in New York is Evarts, Choate, & Beaman, with magnificent offices at No. 152, Wall-street. The senior is Senator William M. Evarts, whose active interest during the session of the Senate is very slight. Hon. Joseph H. Choate, whose fees are enormous, is the pleader. The firm's earnings are said to be 500,000dols. annually. The next in importance is Tracy, MacFarland, Borden, & Platt, with offices at No. 35, Wall-street. The senior is Secretary of the Navy, Benjamin F. Tracy, the "counsel." Mr. Frank H. Platt is a son of Thomas C. Platt, while A. B. Borden is well known as a constitutional lawyer. The clever William M. Ivins has recently allied himself with this firm, which has for a month or more been interested in the attempt to overthrow Tammany Hall. William W. MacFarland is the other partner. The firm's business is, by good judges, said to be worth 400,000dols. annually. Coudert Brothers have a monopoly of the French business, though their practice is also general. The firm is Charles and Frederick R. Coudert, and its income is not far from 350,000dols. The firm of Bangs, Stetson, Tracy, & MacVeagh, of which Grover Cleveland is a recent acquisition, has an income of 300,000dols. Mr. Cleveland has become a great drawing card, and to him are referred the many big cases requiring research. Seward, Da Costa, & Guthrie devote their attention almost exclusively to corporation law. Clarence Seward, the head, seldom practises other than in United States courts. The firm's income is between 250,000dols. and 300,000dols. Colonel Robert G. Ingersoll has one of the largest individual practices in New York. It is said of him that he will not accept a retainer of less than 500dols. His earnings with his pen and legal knowledge are between 75,000dols. and 100,000dols. a year. Daniel Dougherty, the "silver-tongued," has two offices, one in New York, the other in Philadelphia. His income is not far from 50,000dols. The largest firm which devotes a part of its time to the practise of criminal law is that of Howe & Hummel. Wm. F. Howe, the melter of jurymen's hearts, attends exclusively to the criminal end, while little Abe Hummel delves into the intricate questions of civil practice. Between them they divide 100,000dols. annually.

The Committee of Virginian Bondholders give notice that a majority of the whole of the securities representing the State Debt having been now deposited, no further securities will be received by the Depositaries after the 15th of September next otherwise than subject to such penalty and conditions as the committee may decide.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

MACDONALD.—Aug. 23, at Leigham-court-road West, Streatham, the wife of Thomas Macdonald, barrister-at-law, of a daughter.

WRIGHT.—Aug. 20, at 13, Limburg-road, Battersea-rise, S.W., the wife of Sidney Wright, B.A., New College, Oxford, and of the Middle Temple, barrister-at-law, of a son.

## MARRIAGES.

GUIRY—GREY.—Aug. 21, at St. Mary's, Hexham, Michael Grace Guiry, of the Middle Temple, barrister-at-law, to Lucy, younger daughter of the late Charles Bacon Grey, of Stoford, Northumberland.

MCCANCE—BRISTOWE.—Aug. 25, at Woodburn Church, Dumfries, county Antrim, John Stoupe Finlay McCance, B.A. (Oxon.), barrister-at-law, to Mary Letitia, second daughter of the late James T. Bristow, of Wilmont, Dumfries.

TRIVELYAN—MARK.—Aug. 21, at All Saints' Church, Upper Norwood, Ernest John Trivelyan, of the Middle Temple, barrister-at-law, Judge of the High Court of Bengal, to Julia Isabel, younger daughter of E. W. Mark, late H. B. M. Consul at Marseilles.

## DEATHS.

JANEWAY.—Aug. 22, at Clapham, William Janeway, solicitor, late of 36, Bedford-row, W.C., and of 36, Gauden-road, Clapham, aged 63.

MARTINEAU.—Aug. 25, Hubert Martineau, of 13, Cumberland-terrace, Regent's-park, and 2, Raymond-buildings, Gray's-inn, aged 68.

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 22.  
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A ATTWOOD & CO, LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Holmes, Canal Head Foundry, Uiverston

CARDIGAN UNITED MINES, LIMITED.—Petn for winding up, presented Aug 14, directed to be heard before Lawrence, J., on Wednesday, Sept 3. Fritchard & Co, Little Trinity lane, agents for Brabner & Court, Liverpool, solors for petner

FLY CYCLE CO, LIMITED.—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick George Enns, 4, Bethel st, Norwich. Wednesday, Oct 20, at 12, is appointed for hearing and adjudicating upon the debts and claims

LA UNION BRITISH GOLD MINING CO, LIMITED.—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to Moses Altherton, 12, King st, Liverpool. Evans & Co, Liverpool, solors for liquidator

MOORE & HARTLEY, LIMITED.—Creditors are required, on or before Sept 14, to send their names and addresses, and particulars of their debts or claims, to Mr. John Butterfield, Swan arcade, Bradford. Fawcett & Co, Bradford, solors for liquidator

SANTA ANA SLATE AND SLAB QUARRY CO, LIMITED.—The Vacation Judge has fixed Thursday, Sept 4, at 12, at the chambers of Stirling, J., Royal Courts, for the appointment of an official liquidator

SHIP OWNERS' EQUITABLE MUTUAL INSURANCE ASSOCIATION, LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and particulars of their debts or claims, to George Luke Hodgkinson, Esq., 4, Corbet ct, Gracechurch st. Hollands & Co, Mincing lane, solors for liquidator

THE EAGLE TRAWLING AND TOWING CO, LIMITED.—Creditors are required, on or before Sept 1, to send in their names and addresses, and the particulars of their debts or claims, to Geo Chitham, and Watkin Henry, care of Messrs. Downing & Handcock, Vienna chmbrs, Bute Docks, Cardiff

THE HARDANGER GOLD MINES, LIMITED.—Creditors are required, on or before Sept 18, to send their names and addresses, and the particulars of their debts or claims, to Charles Minchull, 19, Change alley, Cornhill. Vallance & Co, George yard, solors for the liquidator

THE ISLE OF WIGHT CEMENT CO, LIMITED.—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to Mr. Jonathan George Jolliffe, Bonchurch, Isle of Wight

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

HANLEY AND BUCKNALL COAL CO, LIMITED.—By an order made by Bristowe, V.C., dated July 25, it was ordered that the company be wound up. Sale & Co, Manchester, solors for petners

## FRIENDLY SOCIETIES DISSOLVED.

AMICABLE AND BROTHERLY SOCIETY, Braughing, Hertford. Aug 20  
EDUCATIONAL FEMALE BENEFIT SOCIETY, Edgborough, Buckingham. Aug 16  
OLD OAK LODGE, Order of Druids Friendly Society, Workman's Home, Accrington, Lancaster. Aug 18

London Gazette.—TUESDAY, August 26.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HAWLEY & BRIDGWOOD, LIMITED.—By an order made by Lawrence, J., dated Aug 23, it was ordered that the company be wound up. Sharpe & Co, New crt, Carey st, solors for petners

STREATHAM AND GENERAL ESTATES CO, LIMITED.—Petition for winding up, presented Aug 19, directed to be heard before the Vacation Judge on Sept 3. Wharton, John st, Bedford row, solor for petner

TARLING, BAGO, & CO, LIMITED.—Petition for winding up, presented Aug 22, directed to be heard before the Vacation Judge on Sept 3. Burn & Berridge, Old Broad st, agents for Bottomley, Huddersfield, solor for petners

THE EAGLE IRON AND ENGINEERING CO, LIMITED.—Creditors are required, on or before Sept 30, to send their names and addresses, and particulars of their debts or claims to Edward Thomas Peirson, 17, Hertford st, Coventry

## FRIENDLY SOCIETIES DISSOLVED.

GOOD INTENT SOCIETY, Cocoa Rooms, Brunswick rd, Liverpool. Aug 20

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 19.

BURGESS, HENRY, Hulme, Manchester. Oct 1. Burgess v Burgess, Registrar, Manchester District. Jones, Manchester

DAVIES, JAMES, Golden Key, Llandilo, Draper. Sept 18. Cooke v Price, Kewekich, J. Griffiths, Caernarthen

HOLMES, WILLIAM, Great Barlow, Derby, Wheelwright. Sept 15. Hallows v Holmes, Kewekich, J. Crofton, Manchester

JONES, ELY, Halifax, Woolstapler. Oct 1. Jones v South, Chitty, J. Hill, Halifax

LAVEROCK, JOHN, Appleton, Chester, Tailor. Oct 1. Laverock v Laverock, Chitty, J. Jenkins, Warrington

RICHARDS, JAMES, Combmartin, Devon, Gent. Sept 20. Rowe v Richards, Chitty, J. Harding, Barnstaple

WHITTAKER, FREDERICK HOWARD, Hyde, Chester, Manager of Cotton Mills. Sept 12. Jones v Wright, Chitty, J. Smith, Hyde

## UNDER 22 &amp; 23 VICT. CAP 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Aug. 22.

ADAIR, CAROLINE MARIA, Marlborough Mansions, Victoria st. Oct 6. Cookson & Co Lincoln's inn fields

BAIN, JOHN, Tynemouth, Grocer. Oct 1. Mather & Co, Newcastle upon Tyne

BENSON, THOMAS, Old Elvet, Durham, Groom. Sept 30. Graham & Shepherd, Sunderland

BEVAN, ROBERT COOPER LEE, Lombard st, Banker. Sept 20. Bedford & Co, Old Broad st

CANTHORE, WILLIAM, Headingley, Leeds, Gent. Oct 6. Ford & Warren, Leeds

CHILTON, BENJAMIN, Princes Risborough, Bucks, Hay Dealer. Sept 20. Lepper, Mark lane

CLARE, ALEXANDER, Lancaster Gate, Esq. Sept 20. Renshaw, Suffolk lane, Cannon st

COOKE, JOHN, Norton, Oldwinstford, Worcs, Gent. Oct 1. Perry & Travis, Stourbridge

DAVIES, HENRY, Buglawton, nr Congleton, Chester. Nov 19. A & G W Fox, Manchester

DUFF, ROBERT GEORGE, Hyde, I. W., Esq., late Capt. in 12th Foot Regt. Sept 24. Bradford & Co, Swindon, Wilts

EAST, SAMUEL, jun, Aldgate. Sept 29. Matthews, Southwark bridge rd

ELPHES, ALBERT, Tunbridge Wells, Grocer's Clerk. Sept 29. Martin, Tunbridge Wells

GABRETT, AONES, New Brighton, Chester. Sept 26. Farnshaw & Hawkins, Liverpool

GOMERIAL, TAMAR, Liveredge, Yorks. Aug 30. Douthwaite & Waddington, Cleckheaton and Bradford

HABLES, WILLIAM, Hempstead, Essex, General Shop Keeper. Sept 22. Ackland & Son, Saffron Walden

HAWORTH, ELLIS, Birkdale, Lancs. Sept 16. Parr & Co, Southport



HITCHCOUGH, Liverpool, Painter. Oct 1. Kelly & Bielby, Liverpool  
 HORNLOW, GEORGE, Portland terr, Regent's pk, Doctor of Medicine. Oct 1. Hores & Pattison, Lincoln's inn fields  
 HUDLESTON, ARTHUR WHEATLEY, Lincoln, Gent. Oct 1. Boulton & Co, Northampton sq  
 JONES, MARIA SEAGER, Saxon st, Liverpool. Sept 22. Avison & Co, Liverpool  
 JONES, RICHARD, Birkenhead, Clerk in Liverpool Post Office. Sept 21. Jones & Milne, Liverpool  
 LAKE, HENRY, Aberravon, Glam, retired Timber Merchant. Sept 21. Kempthorne & Sons, North  
 JONES, GEORGE, Mosley, King's Norton, Wores, Builder. Sept 20. Arnold & Son, Birmingham  
 MABBY, HENRY OSMOND, Portland, Dorset, Gent. Oct 21. Bowen & Symes, Weymouth  
 MARRIOTT, JAMES, Wolverhampton, Hinge Maker. Oct 20. Gatis, Wolverhampton  
 MARSHALL, FRANCIS ALBERT, Bloomsbury sq, Esq. Sept 25. Whitehouse, Charles st, St James's sq  
 MIDDLEMORE, SAMUEL GEORGE CHETWYND, Great Malvern, Gent. Oct 24. Horton & Co, Birmingham  
 MEATH, THOMAS, Pontypool, Mon, Brewer. Oct 10. Webb, Pontypool  
 NOTT, MARTHA, Walton, Old Radnor, Radnor. Oct 1. Temple & Philipin, Kingston, Herefordshire  
 OUTHWAITE, WILLIAM, Denmark hill, Surrey, Surgeon. Sept 30. Lee & Co, Queen Victoria st  
 PAINE, CORNELIUS, Kemp Town, Brighton, Esq. Oct 1. Paine, Fenchurch st  
 PAINE, WILLIAM HENRY, Stroud, Glos, Doctor of Medicine. Oct 31. Mitchell & Sons, Stroud  
 PEGG, MARY, Nottingham. Oct 31. Acton & Marriott, Nottingham  
 ROBERTS, ANTHONY TUCKER, Hatherleigh, Devon, Doctor of Medicine. Sept 29. Cooper, Croydon  
 ROBERTS, PETER, White st, Wholesale Druggist. Oct 1. Vanderpump & Eve, Philpot lane  
 SALTOUN, Right Honourable CHARLOTTE, Dowager Lady, St George's-square. Sept 30. Watkins & Co, Sackville st, Piccadilly  
 SODEN-SMITH, ROBERT HENRY, The Grove, Hammermith. Sept 29. Bireham & Co, Parliament st  
 STOKES, HARRIET, Kentish Town-road. Sept 22. Keen & Co, Knighttrider st  
 TAYLOR, JOSEPH ROBERT, Manchester, Expert in Pictures. Oct 10. Taylor & Taylor, Manchester  
 TEMPLEMAN, ROBERT TAYLOR, Taunton, Plumber. Sept 30. Kite, Taunton  
 TWIGG, JOSEPH, Ashford in the Water, Bakewell, Derby, Marble Manufacturer. Nov 1. F. & H. Taylor, Bakewell  
 WRIGHT, THOMAS, the elder, Southampton, Coal Meter. Oct 6. Robins & Co, Southampton  
 WALKER, ROBERT, Chardstock, Dorset, Yeoman. Sept 13. Clarke & Lukin, Chard, Somerset  
 WALMSLEY, HARRIET SARAH, Great Malvern, Oct 4. Whatley & Lambert, Malvern  
 WHITEHEAD, MARY ANNE, Preston. Sept 27. Foskett, Deverux chambers, Temple  
 WOOD, ELIZABETH GREEN, Eldwick, Bingley, York. Sept 1. Fawcett & Co, Shipley and Bradford.

London Gazette.—TUESDAY, Aug. 26.

ARMSTRONG, FRANCES FULLERTON, Littlehampton, Sussex. Oct 25. Berridge & Miles, Leicester  
 BAKER, PETER, Preston, Gent. Sept 23. Clarke, Preston  
 BOCKELMANN, JOHANN HENRICH, St Peter st, Hackney rd, Licensed Victualler. Sept 29. Stones & Co, Finsbury circus  
 BUTLER, MARY, Reading. Oct 1. Rooks & Co, King st, Cheapside  
 CALDECOTT, ROSA LAURA, New Burlington st. Oct 1. Cheese & Green, Pall Mall  
 CARLTON, EDWARD WINSON, Dover, Mariner. Oct 10. Stillwell & Harby, Dover

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 22.

### RECEIVING ORDERS.

ALEXANDER, J. L., The Scottish Club, Pall Mall High Court Pet July 28 Ord Aug 18  
 BARREY, THOMAS, Barrow in Furness, Coal Dealer Barrow in Furness Pet Aug 20 Ord Aug 20  
 BECH, GEORGE, Sheffield, Beerhouse Keeper Sheffield Pet Aug 18 Ord Aug 18  
 BROOK, PHILEMON, Outlane, nr Huddersfield, Linsey Manufacturer Huddersfield Pet Aug 19 Ord Aug 19  
 BROWNS, OLIVER, Enfield rd, Kingsland rd, Manager to Boot Manufacturer High Court Pet Aug 20 Ord Aug 30  
 BROWN, CHARLES HENRY, Horsham, Sussex, Architect Brighton Pet Aug 15 Ord Aug 15  
 COLEMAN, HARRY, Hednesford, Staffs, Schoolmaster Walsall Pet Aug 18 Ord Aug 18  
 FITTON, ROBERT, Huddersfield, Chemist Huddersfield Pet Aug 18 Ord Aug 18  
 GILLENPIE, JOHN, Great Grimaby, Sail Maker Great Grimaby Pet Aug 19 Ord Aug 19  
 GRANT, BAYLE, Carlisle, Captain in the Border Regiment Carlisle Pet Aug 9 Ord Aug 20  
 HETT, JACK, Leicester, Foreman Shoe Designer Leicester Pet Aug 14 Ord Aug 14  
 JARVIS, FRANCIS BREKLEY, Exeter st, Strand, Managing Director of Damant & Co (Lam) High Court Pet Aug 20 Ord Aug 20  
 JONES, EDGAR SEALY, Bradford, Restaurant Proprietor Bradford Pet Aug 19 Ord Aug 19  
 LAM, JOHN, Lake of Derwent, Birmingham, Provision Dealer Birmingham Pet Aug 8 Ord Aug 19  
 LAVI, RACHEL, Leeds, Bootmaker Leeds Pet Aug 20 Ord Aug 30  
 LEWENSTEIN, SALOMON, Bow lane, Merchant High Court Pet Aug 20 Ord Aug 20  
 PAYNE, ALEXANDER, Exeter st, Strand, Wine Merchant High Court Pet Aug 20 Ord Aug 20  
 SHERBUTT, ARTHUR E S, Somerset st, Portman sq High Court Pet May 20 Ord Aug 20  
 SHAW, MACARIAH, Northerton, Wores, Butcher Dudley Pet Aug 16 Ord Aug 16  
 SHOCK, HENRY, Barton Moss, nr Patricroft, Lancs, Farmer Salford Pet Aug 19 Ord Aug 19  
 SHIPP, JULIA ANNE, Petty Bar, Staffs, Widow Birmingham Pet Aug 19 Ord Aug 19  
 STEVENS, WILLIAM, Exeter, Milliner Exeter Pet Aug 18 Ord Aug 18  
 STEWARD, FREDERICK, Wolverhampton, Lock Maker Wolverhampton Pet Aug 15 Ord Aug 19  
 TARTY, WILLIAM HARRIS, Cardigan, Land Surveyor Carmarthen Pet Aug 14 Ord Aug 14

WALKER, FRANK EMDORFF, Newbury, Berks, Gunmaker Newbury Pet Aug 19 Ord Aug 19  
 WALKER, WILLIAM, Hatigate, Provision Dealer York Pet Aug 19 Ord Aug 19  
 WHITE, ROBERT, Miles Platting, Manchester, Grocer Manchester Pet July 25 Ord Aug 20  
 WIDDOFF, JACOB, Silsden, Yorks, Joiner Bradford Pet Aug 19 Ord Aug 19  
 WILLIAMS, WILLIAM HENRY, Kingston-upon-Hull, Painter Kingston-upon-Hull Pet Aug 18 Ord Aug 18  
 WINN, EMANUEL, York, Coaldealer York Pet Aug 18 Ord Aug 18

The following amended notice is substituted for that published in the London Gazette of Aug. 1.  
 BARNES, G F & H, Streatham, Surrey, Builders Wandsworth Pet July 8 Ord July 23

### FIRST MEETINGS.

BAINBRIDGE, JAMES, North Ormsby, Yorks, Innkeeper Sept 2 at 11 Off Rec, 8, Albert rd, Middlesborough  
 BANKS, JAMES, Bradford, Plasterer Aug 30 at 11 Off Rec, 31, Manor row, Bradford  
 BARTON, FREDERICK CHARLES, London rd, Staines, Grocer Aug 29 at 11 24, Railway app, London Bridge  
 COLEMAN, HARRY, Hednesford, Staffs, Schoolmaster Sept 10 at 11.30 Off Rec, Walsall  
 COLLARD, THOMAS WHITE, Herne Bay, Kent, Clerk to Local Board Aug 29 at 3 Dolphin Hotel, Herne Bay  
 EATHERLEY, WILLIAM, Peterborough, Ironmonger Sept 3 at 12 Law Courts, New rd, Peterborough  
 FITTON, ROBERT, Huddersfield, Chemist Sept 1 at 3 Haigh & Son, solicitors, New st, Huddersfield  
 FOSTER, JOHN, Forkeby, nr Goole, Yorks, Farmer Aug 29 at 11 Carlisle Estate Offices, Goole  
 GROVES, CHARLES, Bell End, nr Bolbroughton, Cattle Dealer Sept 6 at 10 Off Rec, Worcester  
 HARRIS, F J, Strand Sept 2 at 11 33, Carey st, Lincoln's inn fields  
 HART, WILLIAM TIBBETTS, Moorgate st, Solicitor Aug 29 at 12 Bankruptcy bldg, Portugal st, Lincoln's inn fields  
 HEALD, WILLIAM UNWIN, Sheffield, Cooper Sept 2 at 2.30 Off Rec, Figtree lane, Sheffield  
 HOWES, CHARLES, John st, Hoxton, Upholsterer Aug 29 at 11 Bankruptcy bldg, Portugal st, Lincoln's inn fields  
 HUMBERTSTONE, ELIZABETH, Chelmsford, Innkeeper Aug 29 at 3 93, Temple chambers, Temple avenue  
 HUMBERTSTONE, WILLIAM EDWARD, Chelmsford, Innkeeper's Manager Aug 29 at 3 93, Temple chambers, Temple avenue

CATCHPOLE, WILLIAM, Northampton, Coal Dealer. Oct 21. Fugh & Phillips, Northampton  
 CORRETT, THOMAS, Clunder rd, St Pancras, Gent. Oct 6. Beattie, New Broad st  
 DOWLING, WILLIAM, St Cross, Winchester, Gent. Sept 30. Dowling, Winchester  
 DREW, BARBARA, Hove, Sussex. Sept 29. Stones & Co, Finsbury circus  
 GRANT, MARY CHARMOTTE, Dover. Oct 10. Stillwell & Harby, Dover  
 HAWKINS, SAMUEL JOHN, Weybridge, Surrey, Grocer. Sept 16. Jenkins & Co, Fenchurch st  
 HORTON, JAMES ALFRED, Sheffield, Ivory Cutter. Nov 13. Ryalls & Son, Sheffield  
 LEACH, CAROLINE SUSAN, Torquay. Oct 1. Langley, Chudleigh, Devon  
 LIGHTBROWN, WILLIAM, Birkacre, Chorley, Lancs, Millwright. Sept 30. Holland & Callie, Chorley  
 MARSLAND, HENRY ALLATT, Stockport, Bleacher. Oct 1. Earle & Co, Manchester  
 MINSHALL, THOMAS, Oswestry, Salop, Solicitor. Nov 1. Minshalls & Parry-Jones, Oswestry  
 MOKE, MARY ANN, Yardley st, Clerkenwell. Oct 7. Wheatley & Co, New inn, Strand  
 MORTON, CHARLES, Egham, Surrey, Licensed Victualler. Sept 24. Crowley, Chertsey  
 NOTT, ROBERT MCINTOSH, Gibraltar, Major. Oct 1. Cheese & Green, Pall Mall  
 ROOKER, WILLIAM SHEPHERD, Bideford, Devon, Gent. Sept 29. Rooker & Hageley, Bideford  
 SANDY, JOHN, Southampton, Financier. Oct 21. Hallet, Southampton  
 SCHREIBER, ANNE, Cheltenham. Oct 8. Piercy & Heaton, Bournemouth  
 SMITH, SARAH, Tonbridge. Oct 1. Stenning, Tonbridge  
 STRAHAN, WILLIAM, Viale Michelangiolo, Florence, Gent. Oct 31. Lawrance & Co, Old Jewry chmbs  
 STRAHAN, WILLIAM, Bombay, India, Major Royal Artillery. Oct 31. Lawrance & Co, Old Jewry chmbs  
 TAAPF, JOSEPH PIERCE, Manchester, Licensed Victualler. Sept 30. Preston, Manchester  
 TAYLOR, MATILDA, Nottingham. Sept 29. Wells & Hind, Nottingham  
 TOWNSEND, REBECCA HACKFORD, Halifax. Sept 30. Jubb & Co, Halifax  
 VILLE, LAIDORE, Park st, St George, Hanover sq, Court Hairdresser. Oct 1. Rooks & Co, King st, Cheapside  
 WAERNER, JOE, Sutton, Surrey, retired Coachman. Sept 30. Tanqueray, Amptill, Beds  
 WHITNEY, THOMAS, Burnley, Grocer. Nov 1. Hodgson, Burnley  
 WILKIN, JAMES, Chelmsford, Brickmaker. Sept 25. Hurd, Walbrook  
 WILKIN, JOHN ALEXANDER, Clewer, Berks, Beerhouse Keeper. Sept 30. Phillips & Ford, Windsor  
 WILMOT, JOSEPH, Fenton, Kettlethorpe, Lincs, Wool Merchant. Sept 12. Toyne & Co, Lincoln  
 WOMBEWELL, ADELIN FRANCES, Charles st, St James's. Oct 10. Link & Co, Coleman st  
 WOODMAN, ALICE, Sutton, Surrey. Oct 6. Pettiver, College hill

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal and cheap advance from the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. Full particulars free by post.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

HUNT, JACK, Leicester, Foreman Shoe Designer Aug 29 at 2.30 Off Rec, 34, Friar lane, Leicester  
 HUTCHINSON, HUDSON JOSEPH, Sheffield, Boot Dealer Sept 2 at 3 Off Rec, Figtree lane, Sheffield  
 L'ANSON, FREDERICK IONN, Stockton on Tees, Printer Sept 2 at 11.30 Off Rec, 8, Albert rd, Middlesborough  
 JACKSON, HENRY, Leeds, Commission Agent Sept 1 at 11 Off Rec, 22, Park row, Leeds  
 JONES, MICHAEL ELLIS, Llanberis, Carnarvonshire, Quarryman Aug 29 at 3.30 Royal Hotel, Carnarvon  
 JORDAN, JOHN, Birmingham, Manufacturing Jeweller Sept 2 at 11 25, Colmore row, Birmingham  
 KEY, JOHN, Hindbothel, Cumberland, Farmer Aug 30 at 11.30 67, Duke st, Whitehaven  
 LEWINGTON, JOHN, Burton on Trent, Journeyman Farrier Aug 30 at 12 Midland Hotel, Burton on Trent  
 MAXY, FREDERICK, Leamington, Butcher Sept 2 at 11 Off Rec, 17, Hertford st, Coventry  
 MARCUSSEN, HENRY, London rd, Southwark, Stationer Sept 5 at 12 Bankruptcy bldg, Lincoln's inn  
 MILLER, ROBERT, Fordingley rd, Shirland rd, Paddington, Cab Proprietor Sept 10 at 12 33, Carey st, Lincoln's inn  
 MORTIMER, HENRY PETER, Salford, Baker Sept 2 at 3 Off Rec, Ogden's chmbs, Bridge st, Manchester  
 NORRIS, JOSEPH WILLIAM, Castro pk rd, West Ham, Builder Sept 10 at 11 33, Carey st, Lincoln's inn  
 QUAIT, EDWARD, Brighton, Umbrella Maker Sept 3 at 2.30 Senior Off Rec, 24, Railway approach, London bridge  
 PANKHURST, EDMUND, New Cross rd, Deptford, Oilman Sept 3 at 11 Bankruptcy bldg, Lincoln's inn  
 PETTY, ADOLPHUS GRAY, and FRANCIS WILLIAM LODES, Silvertown, Essex, Old Builders Sept 4 at 12 Bankruptcy bldg, Lincoln's inn  
 POUTLER, GEORGE JAMES, Donthack hill, Camberwell, Publican Sept 4 at 11 Bankruptcy bldg, Portugal st, Lincoln's inn fields  
 POUTLON, BURE GEORGE, Flower market, Covent Garden, Nurseryman Sept 3 at 12 33, Carey st, Lincoln's inn fields  
 PRYNE, ANDREW BERNARD, Mossley, Wores, Merchant's Clerk Sept 3 at 11 25, Colmore row, Birmingham  
 RANDALL, WILLIAM, Cirencester, Grocer Aug 30 at 3 Fleece Hotel, Cirencester  
 RICHARDS, THOMAS, Chester, Joiner Sept 1 at 11.30 Crypt chmbs, Chester  
 ROBERTS, JOHN, Llanberis, Carnarvonshire, Car Proprietor Aug 29 at 4 Royal Hotel, Carnarvon  
 ROBINSON, A., Cairo rd, Walthamstow, Builder Aug 29 at 11 33, Carey st, Lincoln's inn fields  
 ROBERTS, JOHN JARRETT, Upper Bangor, Music Dealer Aug 29 at 12 Railway Hotel, Bangor  
 SMITH, SARAH, Millhampost Farm, nr Winchcomb, Glos, Baker Sept 6 at 10.30 Off Rec, Worcester

STALEY, ROBERT, Swadlincote, Derbyshire, Shoe Manufacturer Aug 30 at 13.30 Midland Hotel, Burton on Trent  
 STEVENS, WILLIAM, Exeter, Milliner Sept 1 at 10 Off Rec, 13, Bedford circus, Exeter  
 WALKER, THOMAS, BARTON in Furness, Timekeeper Sept 16 at 11.30 Off Rec, Barton in Furness  
 WALKER, THOMAS, BARTON in Furness, Tobaccoist Sept 16 at 11 Off Rec, Barton in Furness  
 WALKER, WILLIAM, Hartogate, Provision Dealer Aug 29 at 12.30 Off Rec, York  
 WILLIAMS, ROBERT, Carnation, Ironmonger Sept 1 at 2.30 Crypt chambers, Chester  
 WIEN, EMANUEL, York, Coaldealer Aug 30 at 11 Off Rec, York  
 WOLFE, JAMES CHARLES, Fleet street, Refreshment Contractor Aug 29 at 12 33, Carey st, Lincoln's inn fields  
 WYATT, JOHN, Cavendish rd, Hornsey, Mercantile Clerk Sept 3 at 11 33, Carey street, Lincoln's inn fields

## ADJUDICATIONS.

BANKS, JAMES, Bradford, Plasterer Bradford Pet Aug 15 Off Aug 16  
 BARBER, THOMAS, BARTON in Furness, Coaldealer BARTON in Furness Pet Aug 20 Off Aug 20  
 BARNES, GEORGE PEARCE, and HENRY BARNES, Streatham, Surrey, Builders Wandsworth Pet July 4 Off Aug 14  
 BEECH, GEORGE, Sheffield, Beerhouse Keeper Sheffield Pet Aug 18 Off Aug 18  
 BERTON, CHARLES HENRY, Horsham, Sussex, Architect Brighton Pet Aug 18 Off Aug 18  
 CROFT, HENRY, Long Acre, Commercial Clerk High Court Pet July 9 Off Aug 16  
 CLOWE, JOSEPH HARTLEY, Leek, Staffs, Stationer Macclesfield Pet Aug 13 Off Aug 19  
 COLEMAN, HARRY, Hednesford, Staffs, Schoolmaster Walsall Pet Aug 18 Off Aug 18  
 DODD, EMMA JANE, Nesciell, Salop, Innkeeper, Widow Shrewsbury Pet Aug 14 Off Aug 18  
 GILLESPIE, JOHN, Gt Grimsby, Sailmaker Gt Grimsby Pet Aug 19 Off Aug 19  
 HUNT, JACK, Leicester, Foreman Shoe Designer Leicester Pet Aug 14 Off Aug 14  
 HYDE, WILLIAM, Birmingham, Fruiterer Birmingham Pet Aug 7 Off Aug 18  
 JONES, EDGAR SEALY, Bradford, Restaurant Proprietor Bradford Pet Aug 19 Off Aug 19  
 LAYO, GEORGE SHAYLAD, Bournemouth, Coal Merchant Poole Pet Aug 11 Off Aug 30  
 LEEDHAM, JAMES HOLLINGS, and ARTHUR FOX, Upper Wortley, Leeds, Spade Manufacturers Leeds Pet July 28 Off Aug 15  
 LEVI, RACHEL, Leeds, Boot Manufacturer Leeds Pet Aug 30 Off Aug 30  
 LEWINGTON, JOHN, Burton on Trent, Journeyman Farmer Burton on Trent Pet Aug 16 Off Aug 16  
 LEKE, JOHN JAMES, Gosport, Builder Portsmouth Pet March 26 Off June 21  
 MAHONY, EDWARD FRANCIS, Liverpool, Woollen Merchant Liverpool Pet July 20 Off Aug 19  
 MATTHEI, TITO, Clifton hill, Musical Composer High Court Pet May 20 Off Aug 16  
 MILLER, ROBERT, Fordingley rd, Shirland rd, Paddington, Cab Proprietor High Court Pet Aug 7 Off Aug 19  
 MONTGOMERY, HENRY PETER, Salford, Baker Salford Pet Aug 15 Off Aug 19  
 PASTER, ALFRED, Leicester, Fishmonger Leicester Pet July 25 Off Aug 15  
 POULTNEY, WILLIAM, Atherstone, Warwickshire, Farm Bailiff Birmingham Pet Aug 13 Off Aug 18  
 SEAY, ZACHARIAH, Netherwood, Wores, Dutcher Dudley Pet Aug 16 Off Aug 16  
 SHUCKOCK, HENRY, Barton Moss, nr Patricot, Lancs, Farmer Salford Pet Aug 19 Off Aug 19  
 SHEPP, JULIA ANNE, Ferry Rat, Staffs, Widow Birmingham Pet Aug 19 Off Aug 20  
 STEVENS, WILLIAM, Exeter, Milliner Exeter Pet Aug 18 Off Aug 18  
 TAYLOR, WILLIAM HARRIS, Cardigan, Land Surveyor Carmarthen Pet Aug 13 Off Aug 14  
 TILL, CHARLES, South Weydon, Lancs, Brick Manufacturer Leicester Pet July 21 Off Aug 13  
 WALKER, FRANK EMMERT, Newbury, Berks, Gunmaker Newbury Pet Aug 19 Off Aug 19  
 WALKER, STRAD, Morley, Yorks, Monumental Mason Dewsbury Pet Aug 13 Off Aug 16  
 WALKER, WILLIAM, Hartogate, Provision Dealer York Pet Aug 19 Off Aug 19  
 WIDDER, JACOB, Silsden, Yorks, Joiner Bradford Pet Aug 19 Off Aug 19  
 WILLIAMS, WILLIAM HENRY, Kingston on Hull, Painter Kingston on Hull Pet Aug 18 Off Aug 18  
 WIEN, EMANUEL, York, Coaldealer York Pet Aug 15 Off Aug 15  
 WYATT, JOHN, Cavendish rd, Hornsey, Mercantile Clerk High Court Pet Aug 8 Off Aug 19

London Gazette.—TUESDAY, Aug. 26.

## RECEIVING ORDERS.

ALLEN, ISAAC, Alveston, Derbyshire, Licensed Victualler Derby Pet Aug 22 Off Aug 22  
 BARLEY, ALBERT ADAMS, Wotton-under-wood, Sussex, Farmer Brighton Pet Aug 23 Off Aug 23  
 BARNER, CHARLES JAMES, Frinton, Wholesale Fruiterer Frinton Pet Aug 9 Off Aug 22  
 BENN, WILLIAM PAGE, and WILLIAM HERBERT BENN, Leeds, Agents Leeds Pet Aug 23 Off Aug 23  
 BLOOMER, ROBERT, Accrington, Letterpress Printer Blackburn Pet Aug 22 Off Aug 22  
 BRICK, GEORGE, Lincoln, no occupation Birkbeck Pet Aug 11 Off Aug 22  
 BROWN, WILLIAM HENRY, Nottingham, Publisher Nottingham Pet Aug 22 Off Aug 22  
 BRUNELL, GEORGE THOMAS, Newcastle on Tyne, Ironmonger's Assistant Newcastle on Tyne Pet Aug 23 Off Aug 23  
 CAMPTON, THOMAS, Leicester, Boot Manufacturer Leicester Pet Aug 21 Off Aug 21  
 CODY, ROWLAND HARRISON BOWELL, Sevenoaks, Kent, late

Commission Agent Tunbridge Wells Pet Aug 21 Off Aug 21  
 CRESSWELL, RANDLE, Nottingham, Lace Manufacturer Nottingham Pet Aug 20 Off Aug 20  
 DADSON, ASTOR, late of West Brighton, no occupation Brighton Pet June 10 Off Aug 20  
 DIMBLEBY, STEPHEN, Imperial Mansions, New Oxford st, Manufacturer's Agent High Court Pet Aug 21 Off Aug 21  
 FAGEE, FREDERIC WILLIAM, London wall, Stock Dealer High Court Pet Aug 2 Off Aug 23  
 FIRTH, GEORGE, Headingley, Leeds, Foreman Dyer Leeds Pet Aug 21 Off Aug 21  
 GEDGE, HARRY JOHN, Paternoster row, Solicitor High Court Pet June 23 Off Aug 23  
 GILES, JOHN WILLIAMS, sen, Porthcawl, Glam, Ship Carpenter Cardiff Pet Aug 21 Off Aug 21  
 HAMAND, ARTHUR SAMUEL, Palace chbbs, Bridge st, Westminster, Civil Engineer High Court Pet Nov 7, 1888 Off Aug 20  
 HIGGS, JAMES, and BENSON HIGGS, Totton, Southampton, Grocers Southampton Pet Aug 22 Off Aug 22  
 HOFFMAN, ABRAHAM, Leeds, Tailor Leeds Pet Aug 22 Off Aug 22  
 HURST, STEPHEN, Middleton rd, Battersea-rise, Builder High Court Off Aug 9  
 MADEW, THOMAS, Hanley, Staffs, Earthenware Manufacturer Hanley Pet Aug 21 Off Aug 23  
 MESSENGER, JOHN EDWARD, Kensington pk rd, Bayswater, Lodging House Keeper High Court Pet Aug 22 Off Aug 22  
 MILLS, JOSEPH, Gloucester, Cycle Maker Gloucester Pet Aug 22 Off Aug 23  
 MORRIS, EDWARD, Walsall, Miller Walsall Pet Aug 22 Off Aug 22  
 MORRISON, ROBERT, Mumbles, Swansea, late Commission Agent Swansea Pet Aug 22 Off Aug 22  
 OAKSHOTT, EDWARD GEORGE, and JAMES HENRY MILLARD, Reading, Seedsmen Reading Pet Aug 30 Off Aug 30  
 OLIVER, WILLIAM RADCOCK, Llandudno, Tailor Bangor Pet Aug 22 Off Aug 22  
 OWEN, LEWIS THOMAS, Leeds, Electro Plate Worker Leeds Pet Aug 21 Off Aug 21  
 PRIDMORE, WILLIAM EDWARD, Aylesbury, Baker Aylesbury Pet Aug 20 Off Aug 20  
 RICHARDS, WILLIAM CORNISH, St Ives, Cornwall, Grocer Tivoli Pet Aug 13 Off Aug 23  
 RUSSELL, RICHARD, The Unionist Club, Pall Mall, of no occupation High Court Off Aug 9  
 SHAW, ROBERT, Sunderland, Painter Sunderland Pet Aug 23 Off Aug 23  
 SMITH, GEORGE, Walsall, Boot Dealer Walsall Pet Aug 22 Off Aug 22  
 SMITH, GEORGE FREDERICK, Hitchin, Herts, Tinware Manufacturer Luton Pet Aug 21 Off Aug 21  
 TOTE, JAMES, Shrewsbury, Butcher Shrewsbury Pet Aug 21 Off Aug 21  
 WALKINGTON, THOMAS, Church Fenton, Yorks, Farmer York Pet Aug 18 Off Aug 21  
 WALLIS, THOMAS BLACK, Long Eaton, Derbyshire, Lace Manufacturer Derby Pet Aug 18 Off Aug 22  
 The following amended notice is substituted for that published in the London Gazette, Aug 8.  
 PAUL, CHARLES, Warrington, Jeweller Warrington Pet July 14 Off July 31

## RECEIVING ORDER RESCINDED.

BATE, JOHN JAMES, Liverpool, Building Material Dealer Liverpool Rec Off May 31, 1889 Rec Aug 22

## FIRST MEETINGS.

ABEL, JOSEPH, Kidderminster, Baker Sept 3 at 1.30 A. T. Thurstfield, Solicitor, Kidderminster  
 BAKER, ALFRED ROCALEY ARTHUR, Piccadilly circus, Wine Merchant Sept 5 at 11 33, Carey st, Lincoln's inn fields  
 BARROW, EDWARD CHARLES, Bath st, City rd, Shoe Mercer Sept 3 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 BLACK, ARTHUR EDGAR, Narcissus rd, West Hampstead, late Tailor Sept 5 at 12 33, Carey st, Lincoln's inn fields  
 BOYLE, JOHN, Stourport, Tailor Sept 3 at 1.45 A. T. Thurstfield, Solicitor, Kidderminster  
 BROOKE, PHILIPSON, Outlands, nr Huddersfield, Linsey Manufacturer Sept 3 at 3 Haigh & Son, Solicitors, New st, Huddersfield  
 BRUNELL, GEORGE THOMAS, Newcastle on Tyne, Ironmonger's Assistant Sept 4 at 2.30 Off Rec, Pink lane, Newcastle on Tyne  
 BURSTON, CHARLES HENRY, Horsham, Sussex, Architect Sept 8 at 1.30 King's Head Hotel, Horsham  
 CAMPTON, THOMAS, Leicester, Boot Manufacturer Sept 4 at 12 Off Rec, 54, Friar lane, Leicester  
 CLARKE, JAMES, and THOMAS CLARKE, Apperley Bridge, Yorks, Coal Merchants Sept 5 at 8 Off Rec, 31, Manor row, Bradford  
 CRESSWELL, RANDLE, Nottingham, Lace Manufacturer Sept 2 at 11 Off Rec, 86 Peter's Church walk, Nottingham  
 DAVIES, PHILIP CHARLES, Leppock rd, Elm Park, Clapham, Builder Sept 4 at 11 30, Carey st, Lincoln's inn fields  
 EATON, WILLIAM, Birmingham, Boot Dealer Sept 5 at 11 25, Colmore row, Birmingham  
 EDWARDS, GEORGE, the younger, Tunbridge Wells, Builder Sept 2 at 2.15 Spencer & Reeves, Mount Pleasant, Tunbridge Wells  
 GARRETT, WILLIAM BAX, Grove lane, Camberwell, Business Manager at Dorset Works, Salisbury sq Sept 4 at 12 25, Carey st, Lincoln's inn fields  
 GRANT, BASTIE, Carlisle, Captain in the Border Regiment Sept 3 at 12.50 12, Lonsdale st, Carlisle  
 HARRISON, WILLIAM WALPOLE, Boston, Grocer Sept 4 at 12 Off Rec, 46, High st, Boston  
 HART, HENRY JAMES, Birmingham, Licensed Victualler Sept 10 at 11 25, Colmore row, Birmingham  
 HIGGS, JAMES, and BENSON HIGGS, Totton, Southampton, Grocers Sept 5 at 11 Off Rec, 4, East st, Southampton

HOLMES, MINNIE BEATRICE, Fulham rd, Spinster Sept 5 at 12 Off Rec, 35, Victoria st, Liverpool  
 JACOBS, MONTAGUE EMANUEL, Blasenavon, Mon, Clothier Sept 3 at 12 Off Rec, Merthyr Tydfil  
 JONES, EDGAR SEALY, Bradford, Restaurant Proprietor Sept 2 at 11.30 Off Rec, 31, Manor row, Bradford  
 MARKS, ESKRILL, Birmingham, Tailor Sept 9 at 11 26, Colmore row, Birmingham  
 MCCLORY, HENRY, Liverpool, Licensed Victualler Sept 5 at 2 Off Rec, 35, Victoria st, Liverpool  
 MILLAR, JAMES, Wrexham, Draper Sept 3 at 2.30 Crypt chbbs, Chester  
 MITCHELL, HAROLD, West Hartlepool, Watchmaker Sept 3 at 4.45 Royal Hotel, West Hartlepool  
 ODELL, HENRY, High st, Brentford, Furniture Dealer Sept 2 at 3 95, Temple chbbs, Temple avenue  
 OWENS, OWEN, Tallylyn, Merionethshire, Shepherd Oct 8 at 12.30 Townhall, Aberswith  
 POULTNEY, WILLIAM, Atherstone, Warwickshire, Farm Bailiff Sept 4 at 11 25, Colmore row, Birmingham  
 SIMPSON, G., Wymond st, Putney, Builder Sept 3 at 12 24, Railway approach, London Bridge  
 SMITH, JOE, Howden, Yorks, Licensed Victualler Sept 4 at 11 Off Rec, Trinity House lane, Hull  
 SWAIN, CHARLES, Birmingham, formerly Grocer Sept 4 at 12 25, Colmore row, Birmingham  
 TAYLOR, WILLIAM HARRIS, Cardigan, Land Surveyor Sept 2 at 12 Off Rec, 11, Quay st, Carmarthen  
 TOTE, JAMES, Shrewsbury, Butcher Sept 5 at 1 Off Rec, Shrewsbury  
 WALKINGTON, THOMAS, Church Fenton, Yorks, Farmer Sept 5 at 11.45 Off Rec, York  
 WHITE, ROBERT, Manchester, Grocer Sept 2 at 3.30 Off Rec, Ogden's chbbs, Bridge st, Manchester  
 WIDDOX, JACOB, Silsden, Yorks, Joiner Sept 2 at 11 Off Rec, 31, Manor row, Bradford  
 WILLIAMS, WILLIAM HENRY, Kingston upon Hull, Painter Sept 4 at 11.30 Off Rec, Trinity House lane, Hull  
 WRIGHT, CHARLES, Cantley avenue, Clapham, Builder Sept 3 at 11 24, Railway approach, London Bridge

## ADJUDICATIONS.

ALLEN, ISAAC, Alveston, Derbyshire, late Licensed Victualler Derby Pet Aug 22 Off Aug 22  
 BINNS, WILLIAM PAGE, and WILLIAM HERBERT BINNS, Leeds, Agents Leeds Pet Aug 23 Off Aug 23  
 BLOOMER, ROBERT, Accrington, Letterpress Printer Blackburn Pet Aug 22 Off Aug 22  
 BRUNELL, GEORGE THOMAS, Newcastle on Tyne, Ironmonger's Assistant Newcastle on Tyne Pet Aug 23 Off Aug 23  
 BURROWS, OLIVER, Enfield rd, Kingland rd, Manager to a Boot Manufacturer High Court Pet Aug 20 Off Aug 20  
 CAMPTON, THOMAS, Leicester, Boot Manufacturer Leicester Pet Aug 21 Off Aug 21  
 CRESSWELL, RANDLE, Nottingham, Lace Manufacturer Nottingham Pet Aug 20 Off Aug 20  
 DAY, WILLIAM THOMAS, Bloomsbury sq, Auctioneer High Court Pet June 17 Off Aug 23  
 DIMBLEBY, STEPHEN, Imperial Mansions, New Oxford st, Manufacturer's Agent High Court Pet Aug 21 Off Aug 21  
 FIRTH, GEORGE, Leeds, Foreman Dyer Leeds Pet Aug 21 Off Aug 21  
 GARRETT, WILLIAM BAX, Grove lane, Camberwell, Business Manager at Dorset Works, Salisbury sq High Court Pet April 30 Off Aug 21  
 GILES, JOHN WILLIAMS, sen, Porthcawl, Glam, Ship Carpenter Cardiff Pet Aug 21 Off Aug 21  
 GRISHAW, JAMES, Manchester, Builder Manchester Pet July 9 Off Aug 22  
 HIND, W. B., Chatham, Provision Merchant Rochester Pet July 23 Off Aug 21  
 HOFFMAN, ABRAHAM, Leeds, Tailor Leeds Pet Aug 22 Off Aug 22  
 LONGWORTH, JOSEPH, Ramsbottom, Lancs, Plumber Bolton Pet July 24 Off Aug 23  
 MARRIYATT, H. FITZROY, Junior Carlton Club, Pall Mall, Lieut.-Col. High Court Pet April 1 Off Aug 30  
 MILLS, JOSEPH, Gloucester, Cycle Manufacturer Gloucester Pet Aug 23 Off Aug 23  
 MORRISON, ROBERT, Mumbles, nr Swansea, late Commission Agent Swansea Pet Aug 22 Off Aug 22  
 OWEN, LEWIS THOMAS, Leeds, Electro Plate Worker Leeds Pet Aug 21 Off Aug 21  
 RICHARDS, WILLIAM CORNISH, St Ives, Cornwall, Grocer Tivoli Pet Aug 11 Off Aug 23  
 PLUCKER, GEORGE, and HENRY OLDREY, Carlton Bridge, Westbourne pk, Builders High Court Pet July 12 Off Aug 20  
 SCHOLAS, JOHN, and CARPENTER SCHOLAS, Kidderminster, Builders Kidderminster Pet Aug 14 Off Aug 19  
 SIMPSON, G., Wymond st, Putney, Builder Wandsworth Pet June 12 Off Aug 21  
 SMITH, GEORGE, Walsall, Boot Dealer Walsall Pet Aug 21 Off Aug 22  
 SMITH, GEORGE FREDERICK, Hitchin, Herts, Tinware Maker Luton Pet Aug 21 Off Aug 21  
 STALEY, ROBERT, Swadlincote, Derbyshire, Shoemaker Burton-on-Trent Pet July 30 Off Aug 30  
 WRIGHT, CHARLES, Cantley avenue, Clapham, Builder Wandsworth Pet July 14 Off Aug 21

## THE BANKRUPTCY (DISCHARGE AND CLOSURE) ACT, 1867.

ORDER MADE ON APPLICATION FOR DISCHARGE.  
 BRENNER, THOMAS, South st, Finsbury, Bankrupt High Court Adjud Jan 23, 1884 Off July 30

## SALE OF ENSUING WEEK.

Sept. 3.—MORRIS, BAKER & SONS, in a Marquee on the Estate, Lots of Freehold Building Land (see advertisement, July 20, p. 698.)



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